

EXHIBIT A

OCT. 31. 2007 12:08PM VISA EXEC US

NO. 070 P.1

VISA

April 20, 2007

Via Fax & Certified Mail—Return Receipt Requested

Kelvin Taylor
Maritz Inc.
Attention: President Maritz Loyalty Marketing
1375 N. Highway Dr.
Penton, MO 63099
Fax: (636) 827-5485

**Re: Notice of Termination of Master Services Agreement dated April 17, 2006
(the "Agreement") between Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz
Loyalty Marketing**

Dear Mr. Taylor:

Visa has determined to implement the Visa Extras Rewards Program through a different outside vendor. We therefore hereby terminate the Agreement pursuant to section XII.A.2(b), effective thirty (30) days from the date of this notice. We reserve all rights relating to or arising out of the Agreement and any Related Agreement, including, without limitation, claims Visa has against Maritz for Maritz's breaches of the Agreement (including any Related Agreement), Maritz's non performance or delay in performing any obligations due under the Agreement (including any Related Agreement), and Visa's right to liquidated damages pursuant to section XXIII.R of the Agreement.

The terms of the Transition Services Agreement become effective upon the termination of the Agreement. Until then, Maritz shall continue to provide Program Services pursuant to the terms of the Agreement. Thereafter, Maritz has a continuing obligation under the Transition Services Agreement to provide ongoing Program Services for up to six months, as determined by Visa, and to assist Visa and/or a designated vendor in replacing Maritz by providing services, support and data necessary to transition the Rewards Platform.

Please direct any inquiries regarding the termination of the Agreement to me at the address below.

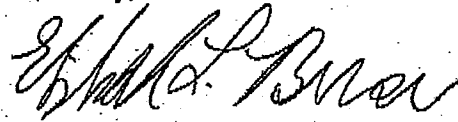
Visa U.S.A. Inc.
P.O. Box 8999
San Francisco, CA 94128-8999
U.S.A.

OCT.31.2007 12:09PM VISA EXEC US

NO.070 P.2

Capitalized terms are used in this letter as defined in the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth L. Buse".

Elizabeth L. Buse
Executive Vice President
Product Development and Management

cc: Maritz Inc.
1375 N. Highway Dr.
Fenton, MO 63099
Attention: Law Department
Fax: (636) 827-3708

EXHIBIT B

 Maritz

Maritz Loyalty Marketing
1400 South Highway Drive
Fenton, Missouri 63099
Office 636.827.1234
Fax 636.827.5485
www.maritz.com

cc: Tad
Tim
EE

May 7, 2007

Elizabeth L. Buse
Executive Vice President
Product Development and Management
Visa U.S.A. Inc.
P.O. Box 8999
San Francisco, CA 94128-8999

Re: Notice of Termination of Master Services Agreement dated April 17, 2006 (the "Agreement") between Visa U.S.A. Inc. ("Visa") and Maritz Inc., d/b/a Maritz Loyalty Marketing ("Maritz")

Dear Ms. Buse:

We are in receipt of your letter dated April 20, 2007 pursuant to which Visa has elected to terminate the Agreement in accordance with Section XII.A.2(b) thereof (the "Termination Notice"). Although we are disappointed with Visa's determination to terminate the Agreement, we want to assure you that we will continue to fulfill our obligations pursuant to the Agreement both during the notice period as well as under the Transition Services Agreement.

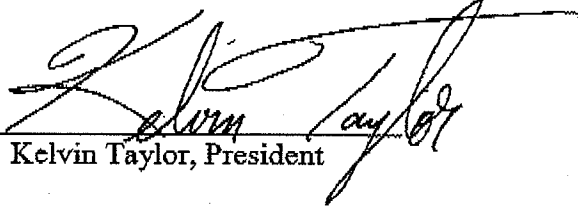
In addition to any issued but unpaid invoices existing as of the date hereof, please be advised that as of the date hereof we estimate the amount due and owing to Maritz by Visa is \$5,228,136. This amount consists of (i) the provision of Program Services since the completion of the last Milestone, (ii) the provision of completed Program Services with respect to which Maritz has not yet issued an invoice, (iii) costs incurred by Maritz, with the knowledge and consent of Visa, based on the understanding that such amounts would be recouped over the course of the term of the Agreement, (iv) certificates purchased at Visa's direction specifically for the Rewards Program and (v) equipment acquired by Maritz specifically for the Rewards Program.

The foregoing estimated amount is exclusive of any amounts that may become due and owing to Maritz for services performed by Maritz, at Visa's request, subsequent to the date of the Termination Notice and/or services performed by Maritz pursuant to the Transition Services Agreement. Specific invoices for the services and expenditures enumerated above will be issued in due course, accompanied by appropriate supporting documentation.

As Visa has reserved all of its rights relating to or arising out of the Agreement or any Related Agreement, Maritz does the same without reference to any particular section or sections of the Agreement or any Related Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Agreement.

Sincerely yours,
Maritz Inc.
d/b/a Maritz Loyalty Marketing

By:


Kelvin Taylor, President

cc: General Counsel

EXHIBIT C

OCT. 31. 2007 12:09PM VISA EXEC US

NO. 070 P.3

Maritz
File

VISA

June 5, 2007

Via Fax and Certified Mail—Return Receipt Requested

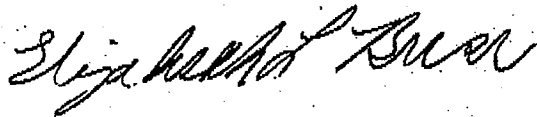
Kelvin Taylor
Maritz Inc.
Attention: President Maritz Loyalty Marketing
1375 N. Highway Dr.
Penton, MO 63099
Fax: (636) 827-5485

**Re: Notice of Termination of Master Services Agreement dated April 17, 2006
(the "Agreement") between Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz
Loyalty Marketing**

Dear Mr. Taylor:

I have received your letter dated May 7, 2007. As I mentioned in my letter to you of April 20, Visa has reserved all rights relating to or arising out of the Agreement and any Related Agreement (as defined in the Agreement) and anticipates providing additional information to Maritz as to the nature and amount of Visa's claims at the appropriate time. Once all functions of the Visa Extras Rewards Program have been transitioned to the new vendor we will be prepared to discuss your letter as part of the process for resolving our claims. We will contact you at that time to work out suitable procedures for those discussions.

Sincerely,



Elizabeth L. Buse
Executive Vice President
Product Development and Management

cc: Maritz Inc.
1375 N. Highway Dr.
Penton, MO 63099
Attention: Law Department
Fax: (636) 827-3708

Visa U.S.A. Inc.
P.O. Box 8999
San Francisco, CA 94128-8999
U.S.A.

EXHIBIT D



FARELLA BRAUN + MARTEL LLP

Attorneys At Law

Russ Building / 235 Montgomery Street
San Francisco / CA 94104

T 415.954.4400 / F 415.954.4480
www.fbm.com

RODERICK M. THOMPSON
rthompson@fbm.com
D 415.954.4445

July 9, 2007

Via Fax and U.S. Mail

Fax: 636-827-5485

Steven M. Gallant
Associate General Counsel
Maritz Inc.
1375 N. Highway Dr.
Fenton, MO 63099

Re: Master Services Agreement dated April 17, 2006 (the "Agreement") between
Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz Loyalty Marketing

Dear Steve:

This follows up on our telephone conversation of July 5, 2007. We agreed that our clients' respective claims for damages resulting from alleged breaches of the Agreement and related claims will all be resolved outside of court. In particular, we agreed to the dispute resolution framework set out below.¹

First Stage: Direct negotiations for a period of 30 days. For example, assuming that negotiations begin by July 30, 2007, we agreed that they would conclude on August 30, 2007. As to the tentatively scheduled July 12 meeting, Visa prefers to have counsel attend and, therefore, the meeting must be rescheduled since you cannot attend. Visa's business representatives will be in touch with their Maritz counterparts to reschedule.

Second Stage: Mediation, before a mutually acceptable mediator at a location to be agreed and to be conducted within 60 days thereafter.

Third Stage: Binding arbitration pursuant to the AAA Commercial Rules. Subject only to the schedules of the arbitrators, the hearing must be commenced within 90 days after the conclusion of the mediation process. The arbitration will allow for only limited discovery and a

¹ While we both understand that further details on the dispute resolution process will need to be worked out between us if the dispute is not resolved in the first stage, our clients intend to be bound by this agreement to resolve all disputes outside of court. To the extent they are unable to agree on any aspect of the procedure, such disagreement will be resolved by the applicable rules and procedures of the American Arbitration Association ("AAA").

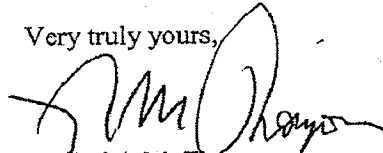


Steven M. Gallant
July 9, 2007
Page 2

streamlined schedule. (Although we did not discuss these details, Visa would prefer three neutral arbitrators and baseball or high-low arbitration; I will send you a draft agreement for review under separate cover.)

Please confirm Maritz' agreement to the foregoing by countersigning in the space provided below. We appreciate your courtesy and cooperation.

Very truly yours,



Roderick M. Thompson

SO AGREED.

By: 

On behalf of Maritz, Inc.

Dated: July 10, 2007

RMT:avd

21823\1291499.1

EXHIBIT E

From: Steve.Gallant@maritz.com
Sent: Tuesday, July 10, 2007 1:18 PM
To: RThompson@fbm.com
Cc: Kelvin.Taylor@maritz.com; Mark.Peterman@maritz.com
Subject: RE: ltr to gallant



Document.pdf

Rod - attached is an executed agreement outlining the procedures for resolving any differences that may exist between Visa and Maritz. It is my understanding that the first direct negotiation meeting will take place on or about July 24, 2007 and there will then be 30 days to reach a resolution. In the event we are unable to reach agreement, we will then escalate to mediation and arbitration as set forth in the letter. Please call me should you have any questions.

Steve

Steven M. Gallant
Vice President, Associate General Counsel
Maritz Inc.
1375 N. Highway Drive
Fenton, MO 63099
636.827.4290 (office)
314.614.2656 (mobile)
636.827.3708 (fax)

From: RThompson@fbm.com [mailto:RThompson@fbm.com]
Sent: Tuesday, July 10, 2007 11:55 AM
To: Gallant, Steve
Subject: FW: ltr to gallant

Steve, resending to be sure you have this.
Roderick M. Thompson
Attorney at Law

Farella Braun + Martel LLP
RUSS BUILDING
235 MONTGOMERY STREET
SAN FRANCISCO / CA 94104

T 415.954.4400
D 415.954.4445
F 415.954.4480
www.fbm.com <<http://www.fbm.com>>

-----Original Message-----
From: Dugan, Angelica (27) x3503
Sent: Monday, July 09, 2007 5:42 PM
To: Thompson, Rod (27) x4445
Subject: ltr to gallant

<<2752_001.pdf>>

This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

Farella Braun + Martel LLP

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If you have received this e-mail in error, please immediately notify us by return e-mail. Thank you. □

EXHIBIT F



American Arbitration Association
Dispute Resolution Services Worldwide

COMMERCIAL ARBITRATION RULES
DEMAND FOR ARBITRATION

MEDIATION: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box. <input type="checkbox"/> There is no additional administrative fee for this service.					
Name of Respondent Maritz Inc., d/b/a Maritz Loyalty Marketing			Name of Representative (if known) Charles A. Weiss		
Address 1375 N. Highway Drive			Name of Firm (if applicable) Bryan Cave LLP		
			Representative's Address One Metropolitan Square, 211 North Broadway, Suite 3600		
City Fenton	State MO	Zip Code 63099-	City St. Louis	State MO	Zip Code 63102-2750
Phone No.		Fax No.	Phone No. (314) 259-2215		Fax No. (314) 552-8215
Email Address:			Email Address: casweiss@bryancave.com		
The named claimant, a party to an arbitration agreement dated <u>July 9, 2007</u> , which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.					
THE NATURE OF THE DISPUTE Determination of the validity of agreement to arbitrate dispute over software contract and related claims, and determination of procedures to be used in arbitration. Once arbitration procedures are established, Visa will submit its amount of claim on the merits to be arbitrated.					
Dollar Amount of Claim \$			Other Relief Sought: <input type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/ Exemplary <input type="checkbox"/> Other		
AMOUNT OF FILING FEE ENCLOSED WITH THIS DEMAND (please refer to the fee schedule in the rules for the appropriate fee) \$3,250.00					
PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE:					
Hearing locale <u>San Francisco</u> (check one) <input checked="" type="checkbox"/> Requested by Claimant <input type="checkbox"/> Locale provision included in the contract					
Estimated time needed for hearings overall: _____ hours or <u>2</u> days			Type of Business: Claimant <u>Payment Card Provider</u> Respondent <u>Loyalty Program Provider</u>		
Is this a dispute between a business and a consumer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does this dispute arise out of an employment relationship? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
If this dispute arises out of an employment relationship, what was/is the employee's annual wage range? Note: This question is required by California law. <input type="checkbox"/> Less than \$100,000 <input type="checkbox"/> \$100,000 - \$250,000 <input type="checkbox"/> Over \$250,000					
You are hereby notified that copies of our arbitration agreement and this demand are being filed with the American Arbitration Association's Case Management Center, located in (check one) <input type="checkbox"/> Atlanta, GA <input type="checkbox"/> Dallas, TX <input type="checkbox"/> East Providence, RI <input checked="" type="checkbox"/> Fresno, CA <input type="checkbox"/> International Centre, NY, with a request that it commence administration of the arbitration. Under the rules, you may file an answering statement within fifteen days after notice from the AAA.					
Signature (may be signed by a representative) <i>Roderick M. Thompson</i>			Date: <u>Nov. 2nd, 2007</u>		
Name of Claimant VISA U.S.A. Inc.			Name of Representative Roderick M. Thompson		
Address (to be used in connection with this case) P.O. Box 194607			Name of Firm (if applicable) Farella Braun + Martel LLP		
Representative's Address 235 Montgomery Street					
City San Francisco	State CA	Zip Code 94119-4607	City San Francisco	State CA	Zip Code 94104-
Phone No.		Fax No.	Phone No. (415) 954-4445		Fax No. (415) 954-4480
Email Address:			Email Address: rthompson@fbm.com		
To begin proceedings, please send two copies of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to the AAA. Send the original Demand to the Respondent.					
Please visit our website at www.adr.org if you would like to file this case online. AAA Customer Service can be reached at 800-778-7879					



FARELLA BRAUN + MARTEL LLP

Attorneys At Law

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San Francisco / CA 94104

T 415.954.4400 / F 415.954.4480
www.fbm.com

RODERICK M. THOMPSON
rthompson@fbm.com
D 415.954.4445

July 9, 2007

Via Fax and U.S. Mail

Fax: 636-827-5485

Steven M. Gallant
Associate General Counsel
Maritz Inc.
1375 N. Highway Dr.
Fenton, MO 63099

Re: Master Services Agreement dated April 17, 2006 (the "Agreement") between
Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz Loyalty Marketing

Dear Steve:

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Third Stage: Binding arbitration pursuant to the AAA Commercial Rules. Subject only to the schedules of the arbitrators, the hearing must be commenced within 90 days after the conclusion of the mediation process. The arbitration will allow for only limited discovery and a

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Steven M. Gallant
July 9, 2007
Page 2

streamlined schedule. (Although we did not discuss these details, Visa would prefer three neutral arbitrators and baseball or high-low arbitration; I will send you a draft agreement for review under separate cover.)

Please confirm Maritz' agreement to the foregoing by countersigning in the space provided below. We appreciate your courtesy and cooperation.

Very truly yours,

Roderick M. Thompson

SO AGREED.

By: 

On behalf of Maritz, Inc.

Dated: July 10, 2007

RMT:avd

21823\1291499.1

EXHIBIT G



Charles A. Weiss
Direct: (314) 259-2215
cweiss@bryancave.com

November 16, 2007

Norma Cantu
American Arbitration Association
6795 North Palm Ave., 2nd Floor
Fresno, CA 93704

Re: Your Letter dated November 9, 2007; Visa/Maritz matter

Dear Ms. Cantu:

This is in response to your letter dated November 9, 2007 which I received on November 15 by Fax. It is Maritz's position that there is no valid and enforceable arbitration agreement between Visa and Maritz, and that the AAA has no jurisdiction in this matter.

Further, there is no arbitration agreement that would empower arbitrators to determine the validity or enforceability of any arbitration agreement.

For your information, Visa has filed suit in federal district court San Francisco to compel arbitration and thus has elected to have the federal district court determine the arbitrability issue.

In short, Maritz's position is there is no enforceable arbitration agreement between the Visa, and Maritz objects to any arbitration occurring and also to the locale requested by Visa.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles A. Weiss".

Charles A. Weiss

CAW/sms

cc: Roderick Thompson

Bryan Cave LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2020
www.bryancave.com

Chicago
Hong Kong
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Kansas City
Kuwait
Los Angeles
New York
Phoenix
Shanghai
St. Louis
Washington, DC

And Bryan Cave,
A Multinational Partnership,
London

EXHIBIT H



FARELLA BRAUN + MARTEL LLP

Attorneys At Law

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San Francisco / CA 94104

T 415.954.4400 / F 415.954.4480
www.fbm.com

RODERICK M. THOMPSON
rthompson@fbm.com
D 415.954.4445

November 20, 2007

Via E-mail and Facsimile
cantun@adr.org; (559-490-1919)

Norma Cantu
American Arbitration Association
6795 North Palm Ave., 2nd Floor
Fresno, CA 93704

Re: 74 117 01325 07 NOCA Visa USA v. Maritz

Dear Ms. Cantu:

This responds to Mr. Weiss' letter to you of November 16, 2007 (sent by U.S. mail) responding to your letter to the parties dated November 9, 2007 (posted on the AAA Webfile and available to the parties on that date, and apparently faxed to Mr. Weiss at his request on November 15) concerning the captioned arbitration.

Mr. Weiss is mistaken in asserting that by filing a lawsuit to compel arbitration in U.S. district court in San Francisco that Visa "has elected" to have the Court determine arbitrability. Visa's complaint requests the Court to compel respondent Maritz Inc. to participate in the arbitration. While Mr. Weiss' client, respondent Maritz Inc., has taken the "position that there is no valid and enforceable" agreement, that issue is subject to arbitration by the appointed panel. *See Buckeye Check Cashing Inc. v. Cardegna* (2006), 546 U.S. 440, 449. Further, because the parties agreed to resolve their disputes under the "applicable rules and procedures of the American Arbitration Association," they agreed that the arbitrator would determine all questions of arbitrability. *See e.g., Contec Corp. v. Remote Solution Co., Ltd.*, 398 F.3d 205, 208 (2d Cir. 2005) (finding that incorporation of the American Arbitration Association Rules "serves as clear and unmistakable evidence of the parties' intent to delegate such issues to an arbitrator").

Visa will shortly ask the Court to compel arbitration and to allow the arbitrator to rule on Maritz jurisdiction challenge.

In any event, we are aware of no authority by which Maritz may unilaterally stop the arbitration process. We therefore respectfully request that the American Arbitration Association proceed with the process of appointing a panel in accordance with its rules, with or without the participation of respondent Maritz.



Norma Cantu
November 20, 2007
Page 2

We appreciate your courtesy and attention. Please let me know should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. M. Thompson', is written over the typed name. The signature is fluid and cursive, with a large, prominent 'O' in the last name.

Roderick M. Thompson

RMT:avd

cc: Charles A. Weiss

21823\1388734.1